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MERCED COUNTY

2020 JUN 17 AM 9:25

CLERK OF THE SUPERIOR COURT

BY



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11 *Attorneys for Plaintiff, the Putative Class and Aggrieved Employees*

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13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF MERCED**

15  
16 HILARIO BANUELOS SOTO, on behalf  
of himself and all others similarly situated,

17 Plaintiff,

18 v.

19 BRITZ FARMING CORP, a California  
20 Corporation; and DOES 1 through 20,  
inclusive;

21 Defendant.

Case No. 19CV-04182

22 ~~PROPOSED~~  
**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

23 Date: April 29, 2020

24 Time: 1:30 pm

25 Dept: 8

26 Judge: Hon. Brian L. McCabe

27 Complaint Filed: September 25, 2019

28 Trial Date: None set

1 Plaintiff HILARIO BANUELOS SOTO's ("Plaintiff" or "Class Representative")  
2 unopposed Motion for Preliminary Approval of a Class Action Settlement came before this Court,  
3 on April 19, 2020 at 1:30pm in department 8 of the above-captioned Court, the Honorable Brian  
4 L. McCabe presiding. The Court, having considered the papers submitted in support of the  
5 application of the parties, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class  
7 based upon the terms set forth in the Joint Stipulation of Settlement and Release of Class Action  
8 ("Settlement Agreement" or "Settlement") attached as **Exhibit A** to the Declaration of Jonathan  
9 Melmed in support of Plaintiff's Notice of Motion and Memorandum in Support of Motion for  
10 Preliminary Approval of Class Action Settlement. All terms used herein shall have the same  
11 meaning as defined in the Settlement Agreement. The terms of the Settlement Agreement appear  
12 to be fair, adequate and reasonable to the Class.

13 2. This Court has considered the papers in support of the Motion and the Settlement  
14 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified  
15 for settlement purposes only. Specifically, the Court finds that the proposed Class: (a) is  
16 ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims  
17 of the Class Representatives are typical of the claims of the proposed Class Members; (e) Class  
18 Representatives' counsel has and is able to adequately represent the proposed Class; (f) the Class  
19 Representatives are adequate to represent the Class; and (g) class-wide treatment of this dispute is  
20 superior to individual litigation because common issues predominate over individual issues for  
21 settlement purposes. Therefore, the Court certifies for settlement purposes the Settlement Class  
22 defined as follows: *all individuals who are or were employed as hourly, non-exempt employees by*  
23 *Defendant or its predecessor, merged or related entities in California from September 25, 2015*  
*through February 4, 2020 (the "Class Period").*

24 3. The Settlement falls within the range of reasonableness and appears to be  
25 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
26 and final approval by this Court.

27 4. This Court approves, as to form and content, the Notice of Proposed Class Action  
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Settlement and Hearing Date for Court Approval (“Class Notice”), in substantially the form attached to the Settlement Agreement as **Exhibit 1**, and the Share Form in substantially the form attached thereto as **Exhibit 2**. The Court approves the procedures for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

5. The Court directs the mailing of the Class Notice and the Share Form by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Notice and the Share Form, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. The Court finds that Plaintiff Hilario Banuelos Soto is adequate and confirms him as Class Representative. The Court further finds that Jonathan Melmed of Melmed Law Group P.C. and Craig J. Ackermann and Sam Vahedi of Ackermann & Tilajef, P.C. are adequate Class Counsel with extensive experience in similar litigation.

7. The Court appoints CPT Group, Inc. as the Settlement Administrator.

8. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

9. A final fairness hearing on the question of whether the proposed Settlement, attorneys’ fees and costs to Class Counsel, and the Class Representative’s Enhancement Award should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and time set forth in the Implementation Schedule below.

10. The Court orders the following **Implementation Schedule** for further proceedings:

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a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[Within 28 days after the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Share Forms with Challenges	[45 days after mailing of the Class Notice and Share Form]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice and Share Form]
e.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice and Share Form]
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[30 days prior to Final Approval and Fairness Hearing]
g.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
h.	<b>Final Approval and Fairness Hearing</b>	_____, 2020 at _____
i.	Deadline for Defendant to pay the Gross Settlement Amount to the Settlement Administrator	[Within 10 days after the Effective Date]
j.	Deadline for Settlement Administrator to mail the Individual Settlement Awards (if Settlement is Effective)	[Within 15 days after Defendant provides funds to the Settlement Administrator]
k.	Deadline for Settlement Administrator to mail Enhancement Award, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	[20 calendar days after the Effective Date]
l.	Settlement Administrator to File Declaration of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	[120 calendar days after the Effective Date]

11. If any of the dates in this Implementation Schedule falls on a weekend, bank or

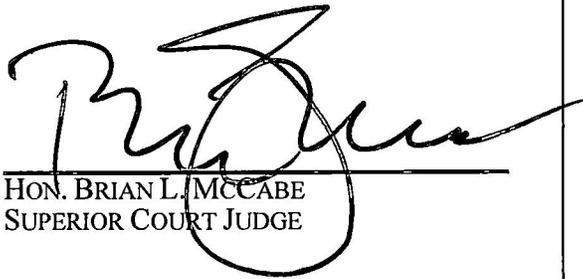
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court holiday, the time to act shall be extended to the next business day.

12. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

**IT IS SO ORDERED.**

Dated: JUN 17 2020

  
\_\_\_\_\_  
HON. BRIAN L. MCCABE  
SUPERIOR COURT JUDGE